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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

**AGUSTIN RIVERA JAIME, Individually  
and as Successor-in-Interest to ARTURO  
RIVERA, Deceased; YOLANDA RUIZ  
HIDALGO, Individually and as Successor-  
in-Interest to ARTURO RIVERA,  
Deceased; VIRGINIA AGUILAR LOPEZ,  
Individually; ESTATE OF JACOBO  
YEBALE, by and through its  
Administrator, DENISE WEINSTOCK;  
ALBA CRISTIAN GARCIA RAZO,  
Individually and as Successor-in-Interest to  
MARIO MACIAS PACHECO, Deceased;  
MARIO MACIAS GARCIA, A Minor, by  
and through his Guardian Ad Litem, ALBA  
CRISTIAN GARCIA RAZO; and LUZ  
CRISTINA GARCIA RAZO, Individually  
and as Successor-in-Interest to JORGE  
“GIGI” ARMANDO SANCHEZ  
VASQUEZ, Deceased,**

**Plaintiffs,**

**v.**

**STARWOOD MANAGEMENT LLC;  
RODATZ FINANCIAL GROUP, INC.;  
McOCO, Inc.; JENNI RIVERA  
ENTERPRISES, INC., A California  
Corporation; and DOES 1 to 100, Inclusive,**

**Defendants.**

CASE NO.:

**COMPLAINT FOR DAMAGES**

1. NEGLIGENCE – PUNITIVE DAMAGES
2. NEGLIGENCE – PUNITIVE DAMAGES
3. NEGLIGENCE

**DEMAND FOR JURY TRIAL**

COME NOW the Plaintiffs, AGUSTIN RIVERA JAIME, Individually and as Successor-in-Interest to ARTURO RIVERA, Deceased; YOLANDA RUIZ HIDALGO, Individually and as Successor-in-Interest to ARTURO RIVERA, Deceased; VIRGINIA AGUILAR LOPEZ, Individually; ESTATE OF JACOBO YEBALE, by and through its Administrator, DENISE WEINSTOCK; ALBA CRISTIAN GARCIA RAZO, Individually and as Successor-in-Interest to MARIO MACIAS PACHECO, Deceased; MARIO MACIAS GARCIA, A Minor, by and through his Guardian Ad Litem, ALBA CRISTIAN GARCIA RAZO; and LUZ CRISTINA GARCIA RAZO, Individually and as Successor-in-Interest to JORGE "GIGI" ARMANDO SANCHEZ VASQUEZ, Deceased, all by and through their attorneys of record, Kiesel + Larson LLP, and for causes of action against Defendants STARWOOD MANAGEMENT LLC, RODATZ FINANCIAL GROUP, INC., McOCO, INC., JENNI RIVERA ENTERPRISES, INC., A California Corporation, and DOES 1 through 100, inclusive, allege as follows:

#### **NATURE OF THE ACTION**

1. On December 9, 2012, a forty-three year old Learjet 25 fixed wing multi-engine aircraft, registered in the United States and bearing tail number N345MC, with a long history of maintenance problems and prior "substantial" left wing and airframe structural damage [hereinafter referred to as the "LEARJET"] crashed in Mexico while carrying as paying passengers Jenni Rivera, Arturo Rivera, Jacobo Yebale, Mario Macias Pacheco and Jorge Armando Sanchez Vasquez. Plaintiffs' respective decedents, Arturo Rivera, Jacobo Yebale, Mario Macias Pacheco and Jorge Armando Sanchez Vasquez, died in the crash and by this action the Plaintiffs seek damages for their respective wrongful deaths and assert survival actions on their respective Decedents' behalf.

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### PLAINTIFFS' DECEDENTS



2. Arturo Rivera emerged from the ranks of celebrity magazine reporting and publishing to become the most influential public relations expert within the Mexican Regional Music genre. A devoted son and brother, Arturo kept the well-being of his beloved parents at the forefront of his life. Arturo had his parents live with him so that he could attend to them and

1 assure that they were comfortable, protected, and taken care of. As Arturo's fame and success  
2 grew, he never forgot his roots and his family obligations. At the time of Arturo's death he was at  
3 the zenith of his professional career. In addition to Jenni Rivera, his PR firm boasted  
4 representation of: Larry Hernandez, Banda El Recodo, Banda Recoditos, Espinoza Paz, and  
5 Intocable. In addition to his PR expertise, Arturo had a regular, recurring segment on the number  
6 one entertainment show on Univision, "El Gordo y La Flaca," reporting about regional Mexican  
7 musical acts.



Jenni Rivera and Arturo Rivera

20 3. Jacobo Yebale was a true example of the American dream. He had emerged from  
21 humble beginnings on the outskirts of Guadalajara, Mexico, to become one of the most sought  
22 after make-up artists in the entire United States. Television luminaries, movie stars and famous  
23 musicians engaged Jacobo to provide them the "look" that they desired. Indeed, stars often  
24 postponed photo shoots and even sent private aircraft to pick Jacobo up in order to be assured of  
25 his availability, believing no other make-up artist could match his talent. Jenni Rivera, for one, felt  
26 that Jacobo was the best in his industry and chose him to accompany her on tour. Pop megastars  
27 like Rihanna and Brett Michaels were among the vast array of talented artists and acts who  
28 respected and used Jacobo's professional gifts.



Jacobo Yebale and Jenni Rivera

4. Mario Macias Pacheco was a beloved husband and wonderful father to his cherished eight year old son. He was an outstanding attorney who had achieved preeminence within the Mexican legal community. As his law practice matured, Jenni Rivera became a primary client, and Mario focused much of his professional attention on protecting and advancing her career interests, something he did with consummate skill and great success.



Jenni Rivera and Mario Macias Pacheco

1           5.       Jorge Armando Sanchez Vasquez, or “Gigi” as he was called by friends, was an  
2 extremely talented and popular hair-stylist who was sought after by many female music stars. Gigi  
3 emerged from modest circumstances in Mexico City to become one of the premier hair-stylists in  
4 all of Mexico including becoming the personal hair-stylist for Jenni Rivera. Yet, Gigi always  
5 made his beloved mother’s happiness and well-being his primary concern. Gigi’s dreams included  
6 opening his own hair studio to market, sell and provide hair-style services, while continuing to  
7 tour on the weekends with Jenni Rivera.



Jenni Rivera and Jorge Armando Sanchez Vasquez

### **THE PARTIES**

22           6.       Plaintiff Agustin Rivera Jaime is the natural father of Arturo Rivera, Deceased, and  
23 hereby brings this action both Individually, pursuant to *Code of Civil Procedure* section 377.60,  
24 and as Successor-in-Interest, pursuant to *Code of Civil Procedure* section 377.30, with respect to  
25 Arturo Rivera, Deceased.

26           7.       Plaintiff Yolanda Ruiz Hidalgo is the natural mother of Arturo Rivera, Deceased,  
27 and hereby brings this action both Individually, pursuant to *Code of Civil Procedure* section  
28 377.60, and as Successor-in-Interest, pursuant to *Code of Civil Procedure* section 377.30, with

1 respect to Arturo Rivera, Deceased.

2 8. Plaintiff Virginia Aguilar Yebale is the natural mother of Jacobo Yebale, Deceased,  
3 and hereby brings this action Individually, pursuant to *Code of Civil Procedure* section 377.60,  
4 with respect to Jacobo Yebale, Deceased.

5 9. Plaintiff Estate of Jacob Yebale, by and through its Administrator, Denise  
6 Weinstock [hereinafter referred to as "Estate"] is the legal entity created and authorized by the  
7 laws of the State of California and, at all times relevant to this action, acts on behalf of Jacob  
8 Yebale, Deceased. Jacobo Yebale was a citizen of the United States of America and was a resident  
9 of the State of California at the time of his death. The Estate is a resident of the State of California.

10 10. Plaintiff Alba Cristian Garcia Razo is the wife and widow of Mario Macias  
11 Pacheco, Deceased, and hereby brings this action both Individually, pursuant to *Code of Civil*  
12 *Procedure* section 377.60, and as Successor-in-Interest, pursuant to *Code of Civil Procedure*  
13 section 377.30, with respect to Mario Macias Pacheco.

14 11. Plaintiff Mario Macias Garcia, A Minor, by and through his Guardian Ad Litem  
15 Alba Cristian Garcia Razo, is the natural son of Mario Macias Pacheco, Deceased.

16 12. Plaintiff Luz Cristina Vasquez Holguin is the natural mother of Jorge Armando  
17 Sanchez Vasquez, Deceased, and hereby brings this action both Individually, pursuant to *Code of*  
18 *Civil Procedure* section 377.60, and as Successor-in-Interest, pursuant to *Code of Civil Procedure*  
19 section 377.30, with respect to Jorge Armando Sanchez Vasquez, Deceased.

20 13. At all times relevant to this action Defendant Starwood Management LLC was and  
21 is a domestic Limited Liability Company registered with the California Secretary of State to do  
22 business in the State of California (hereinafter referred to as "Starwood") with its primary place of  
23 business located at 1802 N. Carson Street, Suite 108, Carson City, Nevada. Plaintiffs are informed  
24 and believe and, based upon such information and belief, allege that Defendant Starwood did a  
25 substantial amount of business within the State of California. Defendant Starwood owned,  
26 operated, inspected, serviced, repaired, maintained, overhauled, advertised for lease, leased,  
27 staffed and operated the LEARJET to and for members of the general public, including Plaintiffs'  
28 respective Decedents.

1           14. At all times relevant to this action Defendant Rodatz Financial Group, Inc.  
2 (hereinafter referred to as "Rodatz") was and is an entity formed and existing under and by virtue  
3 of the laws of a State or States unknown to Plaintiffs. Plaintiffs are informed and believe and,  
4 based upon such information and belief, allege that Defendant Rodatz did a substantial amount of  
5 business within the State of California. Defendant Rodatz owned, managed, supervised and  
6 operated Defendant Starwood and jointly and in concert owned, operated, inspected, serviced,  
7 repaired, maintained, overhauled, advertised for lease, leased, staffed and operated the LEARJET  
8 to and for members of the general public, including Plaintiffs' respective Decedents.

9           15. At all relevant times, Defendants Starwood and Rodatz operated as common  
10 carriers for hire in offering their aircraft, including the LEARJET, for use by members of the  
11 general public, including Plaintiffs' Decedents herein.

12           16. At all times relevant to this action Defendant McOCO, Inc. (hereinafter referred to  
13 as "McOCO") was and is an entity formed and existing under and by virtue of the laws of a State  
14 or States unknown to Plaintiffs. Plaintiffs are informed and believe and, based upon such  
15 information and belief, allege that Defendant McOCO did a substantial amount of business within  
16 the State of California. Defendant McOCO owned, operated, inspected, serviced, repaired,  
17 maintained, overhauled, advertised for sale and leased the LEARJET during the period of June 8,  
18 1981, through and including its sale to Defendants Starwood and Rodatz on or about June 1, 2012.

19           17. At all times relevant to this action Defendant Jenni Rivera Enterprises, Inc., A  
20 California Corporation (hereinafter referred to as "Enterprises") was and is a corporation with its  
21 principle place of business located at 3830 Encino Verde Place, Encino, California. At all times  
22 relevant to this action Defendant Enterprises was doing business within the County of Los  
23 Angeles, State of California. Defendant Enterprises interviewed, chose, selected, hired, directed  
24 and supervised Defendant Starwood to locate, select, obtain, inspect, repair, maintain, overhaul,  
25 staff, operate and provide safe and reliable air transportation for the trip which ultimately ended in  
26 the crash of the LEARJET.

27           18. The true names or capacities, whether individual, corporate, associate, or otherwise  
28 of defendants DOES 1 through 100, inclusive, and each of them, are unknown to Plaintiffs who,



1 therefore, sue said Defendants by such fictitious names. Plaintiffs are informed and believe and,  
2 upon such information and belief, allege that each of said Defendants designated herein as a DOE  
3 is responsible, in some manner, for the events and happenings herein referred to, and caused injury  
4 and damages thereby to the Plaintiffs as herein alleged.

5 19. At all times relevant to this action Defendants Starwood, Rodatz, McOCO,  
6 Enterprises and DOES 1 to 100, Inclusive, and each of them, were the agents, servants, employees  
7 and joint venturers of each, every and all of the other Defendants and at all times herein mentioned  
8 each and all were acting within the course, scope and purpose of their respective agency, service,  
9 employment and joint venture relationships.

10 20. Plaintiffs are informed and believe and, upon such information and belief, allege  
11 that Defendants DOES 1 through 40, inclusive, are persons and/or entities who, at all relevant  
12 times, performed maintenance, repair, inspection, troubleshooting, and other services on and to the  
13 LEARJET, including its component parts, prior to the date of the crash of the LEARJET and  
14 whose respective services were performed in a negligent or otherwise actionably improper manner  
15 such that they directly and/or proximately caused or contributed to the crash of the LEARJET and  
16 the resulting deaths of the Plaintiffs' Decedents.

17 21. Plaintiffs are informed and believe and, upon such information and belief, allege  
18 that Defendants DOES 41 through 80, inclusive, are unknown persons and/or entities who  
19 designed, manufactured, tested, sold, or otherwise supplied aircraft component parts and who are  
20 strictly liable for failure of the component parts of the LEARJET and/or who were negligent in  
21 their design, manufacture, testing, inspecting, selling, supplying, and/or otherwise integrating  
22 and/or failing to warn of dangers of the component parts of the LEARJET and/or who are liable  
23 for a breach of express and implied warranties of the LEARJET's component parts that directly  
24 and/or proximately contributed to the crash of the LEARJET and the resulting deaths of the  
25 Plaintiffs' Decedents.

#### 26 BACKGROUND FACTS

27 22. The LEARJET was originally manufactured and first certified to fly on **December**  
28 **9, 1969 – 43 years to the day prior to the date of the crash that gives rise to this litigation;** the

1 LEARJET was such an old airplane that it was referred to in the aviation community as a “bucket  
2 of bolts.”

3 23. The LEARJET was registered in Las Vegas, Nevada and assigned U.S.  
4 Registration tail number N345MC. As such, its operation was governed by United States Federal  
5 Aviation Administration Rules and Regulations, including but not limited to 14 CFR 135.3. Thus,  
6 any and all pilots in command or second in command of the LEARJET were required to comply  
7 with, *inter alia*, United States Federal Aviation Regulations.

8 24. The LEARJET was originally sold by its manufacturer on December 17, 1969 and,  
9 thereafter, was acquired by W.B. McCarter, the principal of Defendant McOCO on February 14,  
10 1978; legal ownership of the LEARJET was transferred by W.B. McCarter to Defendant McOCO  
11 on June 8, 1981. Defendant McOCO continued to own the LEARJET until June 1, 2012.

12 25. On July 1, 2005, while landing at Amarillo International Airport in Amarillo,  
13 Texas, the LEARJET collided with a runway distance marker and sustained substantial damage or  
14 structural failure that negatively affected the aircraft’s structural strength, performance, or flying  
15 characteristics, and which would require significant repair or replacement of the affected  
16 component(s) or system(s) including, but not limited to, structural damage to the left wing and  
17 airframe. Defendant McOCO obtained, arranged for, supervised and approved the inspections,  
18 repairs, replacement and overhaul of that substantial structural damage.

19 26. Defendant McOCO advertised for sale and sold the LEARJET to Defendants  
20 Starwood and Rodatz on June 1, 2012. Thereafter, and up through the date of the crash that gives  
21 rise to this litigation, Defendants Starwood and Rodatz inspected, serviced, repaired, maintained,  
22 overhauled, advertised for lease, leased, staffed and operated the LEARJET to and for members of  
23 the general public, including Plaintiffs’ respective Decedents.

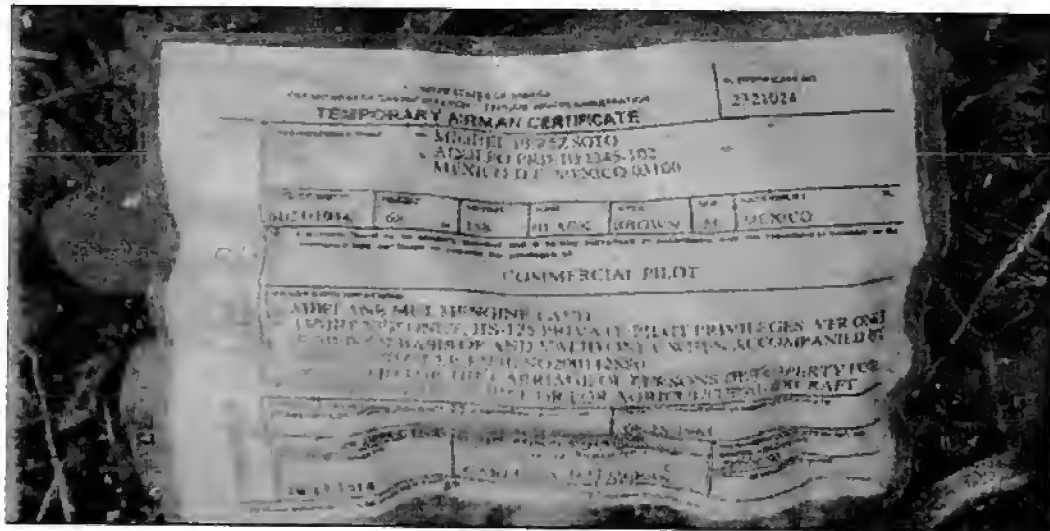
24 27. Defendant Enterprises interviewed, chose, selected, hired, directed and supervised  
25 Defendants Starwood and Rodatz to provide air transportation services for Jenni Rivera and  
26 Plaintiffs’ decedents into, around and out of Mexico during the trip which ultimately ended with  
27 the fatal crash of the LEARJET on December 9, 2012.

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**THE DECEMBER 9, 2012 CRASH OF THE LEARJET**

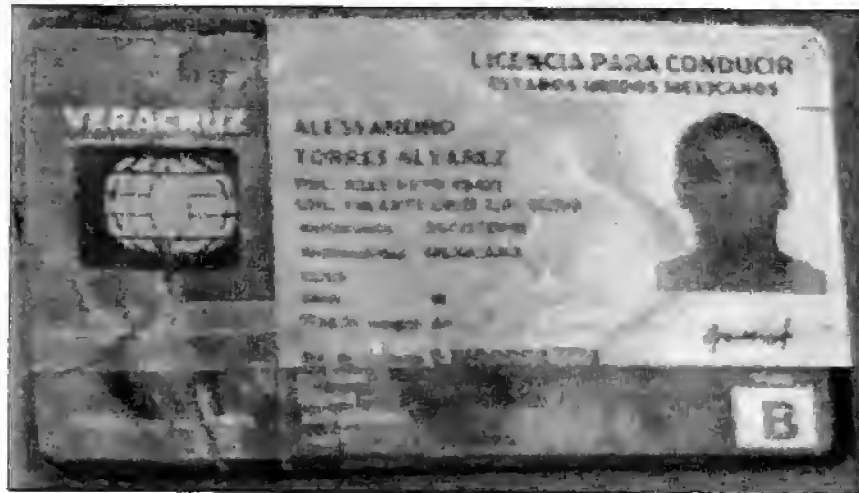
28. Plaintiffs allege on information and belief that, prior to and at the time of the crash, the LEARJET was being flown by Pilot in Command ("Pilot"), Miguel Perez Soto, with a Second in Command ("Co-Pilot"), Alejandro Jose Torres, both of whom were selected, hired, trained, supervised and employed by Defendants Starwood and Rodatz.

29. The Pilot of the LEARJET at the time of the crash, Miguel Perez Soto, was 78 years of age and was licensed to fly that aircraft under a limited and temporary airman certificate issued October 27, 2010, which forbade operation of the LEARJET on flights which carried any passenger for hire or on flights proceeding under Instrument Flight Rules conditions. Nonetheless, at the time of the subject crash, the LEARJET was carrying passengers for hire (Ms. Jenni Rivera and Plaintiffs' respective Decedents) and was operating under Instrument Flight Rules conditions. Additionally, any Pilot of the LEARJET was required to hold a pilot certification with an unrestricted Learjet type rating (LR-JET) in order to conduct the subject flight, yet Pilot Perez Soto did not hold such a type rating.



30. The Co-Pilot of the LEARJET at the time of the crash, Alejandro Jose Torres, was 20 years of age and was only licensed to fly under an airman certificate issued on April 27, 2010, which forbade operation of the LEARJET on flights such as the subject flight which carried any passenger for hire or proceeding under Instrument Flight Rules conditions. Nonetheless, at the time of the subject crash, the LEARJET was carrying passengers for hire (Ms. Jenni Rivera and

1 Plaintiffs' respective Decedents) and was operating under Instrument Flight Rules conditions.  
2 Additionally, any Co-Pilot of the LEARJET was required to hold a pilot certification with an  
3 unrestricted Learjet type rating (LR-JET) in order to conduct the subject flight, yet, just as was the  
4 case with the Pilot, Co-Pilot Torres did not hold the required type rating either.

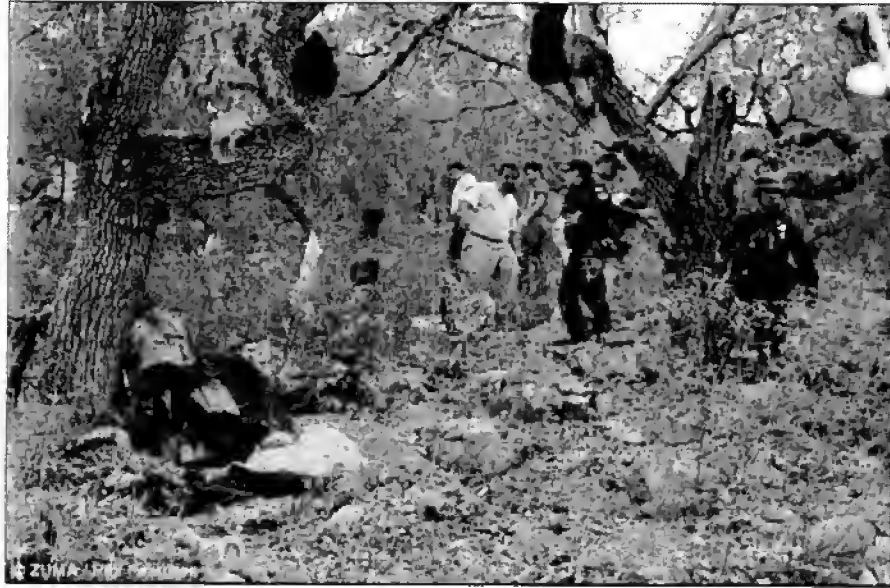


14 31. The LEARJET is a challenging aircraft to fly in comparison to most general  
15 aviation aircraft and more modern light jets. It is especially challenging at higher altitudes. During  
16 the period of 1964 to 2004 the rate of accidents involving Learjet Model 24 and 25 aircraft was  
17 34.2 per cent, a rate 2.34 times higher than the accident rate for comparable light jets built during  
18 the same era.

19 32. Immediately prior to the crash, at 3:25 a.m. on December 9, 2012 the LEARJET  
20 was traveling at approximately 35,000 feet above sea level, an altitude that placed it in "positive  
21 control airspace" and required Instrument Flight Rule licensure of the Pilot and Co-Pilot pursuant  
22 to the aircraft's U.S. Registration and Federal Aviation Rules and Regulations.

23 33. In the moments just before the crash, the LEARJET lost altitude, abruptly nose-  
24 diving from approximately 35,000 feet above sea level, reaching a speed in excess of 600 miles  
25 per hour before crashing into mountainous terrain at an altitude of approximately 9,000 feet  
26 shortly after 3:25 a.m. on December 9, 2012, killing all on board, including Jenni Rivera and  
27 Plaintiffs' respective Decedents.

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**FIRST CAUSE OF ACTION – NEGLIGENCE AND CONDUCT WARRANTING  
PUNITIVE DAMAGES**

**(By All Plaintiffs Against Defendants STARWOOD MANAGEMENT LLC;  
RODATZ FINANCIAL GROUP, INC.; McOCO, INC.; and DOES 1 to 100,  
Inclusive, and Each of Them)**

34. Plaintiffs incorporate by reference the allegations set forth in Paragraphs 1-33, inclusive, of this Complaint as though fully set forth at this point.

35. At all times relevant to this action Defendants Starwood, Rodatz, McOCO, and DOES 1 to 100, Inclusive, and each of them, were engaged in the business of owning, operating, controlling, inspecting, servicing, maintaining, repairing, recommending, advertising, promoting, supplying, and leasing the LEARJET and all component parts therefor for use by members of the general public for purposes of transportation.

36. At all times relevant to this action Defendants Starwood, Rodatz, McOCO, and DOES 1 to 100, Inclusive, and each of them, knew, or with the exercise of ordinary and reasonable care, should have known, that the LEARJET and its component parts were of such a nature that if not properly owned, operated, controlled, inspected, serviced, maintained, repaired, recommended, advertised, promoted, supplied and leased it was likely to seriously injure or kill the person or persons who engaged in the LEARJET's use or participated in and relied upon said Defendants' transportation operation.

37. At all times relevant to this action Defendants Starwood, Rodatz, McOCO, and DOES 1 to 100, Inclusive, and each of them, so negligently and carelessly owned, operated, controlled, inspected, serviced, maintained, repaired, recommended, advertised, promoted, supplied and leased the LEARJET and all of its component parts so that it was in a dangerous and defective condition and unsafe for the use and purpose for which it was intended when used as advertised, leased and recommended by the Defendants, and each of them.

38. At all times relevant to this action the defective and dangerous condition of the LEARJET and its lack of safety for the use and purpose for which it was intended when used as advertised, leased and recommended by Defendants Starwood, Rodatz, McOCO, and DOES 1 to 100, Inclusive, and each of them, was known to those Defendants, and each of them, or in the exercise of ordinary and reasonable care, should have been known and discovered by those Defendants, and each of them.

39. On December 9, 2012, as a direct and proximate result of the negligence and carelessness of Defendants Starwood, Rodatz, McOCO, and DOES 1 to 100, Inclusive, and each of them, the LEARJET, and the component parts thereof, was caused to fail and to injure, damage and ultimately kill each of the Plaintiffs' respective Decedents.

40. As a direct and proximate result of the conduct of Defendants Starwood, Rodatz, McOCO, and DOES 1 to 100, Inclusive, and each of them, and the consequent injuries and damages to, and death of, their respective Decedents, Plaintiffs have suffered the loss of love, companionship, comfort, care, assistance, protection, affection, society, moral support and training and guidance of their respective Decedents, all to their general and non-economic damages in amounts which are in excess of this Court's minimum jurisdictional amount and which will be established according to proof at trial.

41. As a further, direct and proximate result of the conduct of Defendants Starwood, Rodatz, McOCO, and DOES 1 to 100, Inclusive, and each of them, and the consequent injuries and damages to, and death of, their respective decedents, Plaintiffs have lost the earnings, financial support, gifts, benefits and household services that each of their respective Decedents had provided to them prior to the crash of the LEARJET on December 9, 2012, in amounts according

1 to proof at trial.

2 42. As a further, direct and proximate result of the conduct of Defendants Starwood,  
3 Rodatz, McOCO, and DOES 1 to 100, Inclusive, and each of them, and the consequent injuries  
4 and damages to, and death of, their respective decedents, Plaintiffs have incurred burial and  
5 funeral expenses for their respective Decedents, in amounts according to proof at trial.

6 43. Plaintiffs allege that they are entitled to prejudgment interest pursuant to California  
7 *Civil Code* § 3288 from the date of the accident on December 9, 2012, up to and including the date  
8 of judgment, according to proof.

9 44. Prior to and at the time of crash of the LEARJET on December 9, 2012 Defendants  
10 Starwood, Rodatz, and DOES 1 to 100, and each of them had actual knowledge that the 43 year-  
11 old LEARJET was not in a safe condition to fly, and had suffered prior significant damage, had  
12 been insufficiently inspected, repaired and maintained, and was not airworthy, and was dangerous  
13 to operate. Similarly, as of December 9, 2012, Defendants Starwood, Rodatz, and DOES 1 to 100,  
14 and each of them had actual knowledge that the flight and operation of the LEARJET would  
15 endanger the safety and well-being of members of the general public and the paying passengers on  
16 the aircraft. Notwithstanding such knowledge, and with conscious disregard for the safety of  
17 others, Defendants Starwood, Rodatz and DOES 1 to 100, and each of them, ordered, directed,  
18 required, permitted and allowed the insufficiently inspected, repaired and maintained LEARJET to  
19 carry unsuspecting paying passengers, including Plaintiffs' Decedents, thereby exposing them and  
20 other members of the general to great danger and the risk of injury should the aircraft crash due to  
21 its lack of airworthiness. In doing the foregoing acts, and by ordering, directing, requiring,  
22 permitting and allowing the LEARJET to be flown in its dangerous and unfit condition,  
23 Defendants Starwood and Rodatz, and each of them, acted with malice as defined by California  
24 *Civil Code* § 3288, with a willful and conscious disregard of the safety and well-being of others  
25 including, but not limited to, Jenni Rivera and Plaintiffs' respective Decedents. Such conduct  
26 qualifies as despicable conduct as that term is defined in California *Civil Code* § 3294, warranting  
27 the imposition of punitive or exemplary damages against Defendants Starwood, Rodatz, and  
28 DOES 1 – 100, and each of them, in order to set an example of them, and to dissuade them from

future reckless and illegal conduct, in amounts according to proof at trial.

**SECOND CAUSE OF ACTION – NEGLIGENCE AND CONDUCT WARRANTING  
PUNITIVE DAMAGES**

**(By All Plaintiffs Against Defendants STARWOOD MANAGEMENT LLC; RODATZ  
FINANCIAL GROUP, INC.; and DOES 1 to 100, Inclusive, and Each of Them)**

45. Plaintiffs incorporate by reference the allegations set forth in Paragraphs 1-39, inclusive, of this Complaint as though fully set forth at this point.

46. Defendants Starwood, Rodatz, and DOES 1 to 100, Inclusive, and each of them, owed a duty to members of the general public including, but not limited to, Plaintiffs' respective Decedents to ensure that the LEARJET was lawfully inspected, flown and operated by their employee Pilot and Co-Pilot in compliance with the requirements of its U.S. Registration and the Federal Aviation Administration Rules and Regulations.

47. Defendants Starwood, Rodatz, and DOES 1 to 100, and each of them, breached their duty to the general public including, but not limited to, Plaintiffs' respective Decedents by allowing the LEARJET to be inspected, flown and operated by an insufficiently trained, improperly licensed, dangerously unfit and inexperienced Pilot and Co-Pilot in violation of the requirements of the aircraft's U.S. Registration and the Federal Aviation Administration Rules and Regulations.

48. Defendants Starwood, Rodatz, and DOES 1 to 100, and each of them, knew or in the exercise of reasonable care should have known, that the inspection, flight and operation of the LEARJET by the insufficiently trained, improperly licensed, dangerously unfit and inexperienced Pilot and Co-Pilot in violation of the requirements of its U.S. Registration and the Federal Aviation Administration Rules and Regulations could cause injury, damage or death to other members of the general public and paying passengers including, but not limited to, Plaintiffs' respective Decedents.

49. On December 9, 2012, as a direct and proximate result of the negligence and carelessness of Defendants Starwood, Rodatz, and DOES 1 to 100, Inclusive, and each of them, the LEARJET was caused to suddenly and without warning descend and fall from altitude at a tremendous speed and to thereby injure, damage and ultimately kill each of Plaintiffs' respective



1 Decedents.

2 50. As a direct and proximate result of the conduct of Defendants Starwood, Rodatz,  
3 and DOES 1 to 100, Inclusive, and each of them, and the consequent injuries and damages to, and  
4 death of, their respective decedents, Plaintiffs have suffered the loss of love, companionship,  
5 comfort, care, assistance, protection, affection, society, moral support and training and guidance of  
6 their respective Decedents, all to their general and non-economic damages in amounts which are  
7 in excess of this Court's minimum jurisdictional amount and which will be established according  
8 to proof at trial.

9 51. As a further, direct and proximate result of the conduct of Defendants Starwood,  
10 Rodatz, and DOES 1 to 100, Inclusive, and each of them, and the consequent injuries and damages  
11 to, and death of, their respective decedents, Plaintiffs have lost the earnings, financial support,  
12 gifts, benefits and household services that each of their respective Decedents had provided to them  
13 prior to the crash of the LEARJET on December 9, 2012, in amounts according to proof at trial.

14 52. As a further, direct and proximate result of the conduct of Defendants Starwood,  
15 Rodatz, and DOES 1 to 100, Inclusive, and each of them, and the consequent injuries and damages  
16 to, and death of, their respective decedents, Plaintiffs have incurred burial and funeral expenses for  
17 their respective Decedents, in amounts according to proof at trial.

18 53. Plaintiffs allege that they are entitled to prejudgment interest pursuant to California  
19 *Civil Code* § 3288 from the date of the accident on December 9, 2012, up to and including the date  
20 of judgment, according to proof.

21 54. Prior to and at the time of crash of the LEARJET on December 9, 2012 Defendants  
22 Starwood, Rodatz, and DOES 1 to 100, and each of them, had actual knowledge that the aircraft's  
23 Pilot and Co-Pilot were insufficiently trained, improperly licensed, dangerously unfit and  
24 dangerously inexperienced with respect to the operation of the LEARJET and had not  
25 demonstrated the ability to safely operate that aircraft. Indeed, as of December 9, 2012,  
26 Defendants Starwood, Rodatz, and DOES 1 to 100, and each of them, had actual knowledge of the  
27 requirement that both the Pilot and Co-Pilot of the LEARJET were required to hold pilot  
28 certifications with Learjet type ratings (LR-JET) in order to conduct the subject flight, yet neither

the Pilot nor the Co-Pilot held such type rating, and Defendants Starwood, Rodatz and DOES 1 to 100, and each of them, knew such to be the case, and thus knew that the flight and operation of that aircraft by said Defendants' employee Pilot and Co-Pilot would endanger the safety and well-being of members of the general public and the paying passengers on the aircraft including Plaintiffs' respective Decedents. Notwithstanding such actual knowledge, and with conscious disregard for the safety of others, Defendants Starwood, Rodatz and DOES 1 to 100, and each of them, ordered, directed, required, permitted and allowed their untrained, unlicensed, unfit and inexperienced employee Pilot and Co-Pilot to illegally operate the LEARJET in violation of the requirements of its U.S. Registration and the Federal Aviation Administration Rules and Regulations, and other applicable law, thereby exposing members of the general public and the aircraft's paying passengers, including Plaintiffs' respective Decedents, to great danger and the risk of injury should the aircraft crash due to their employee Pilot and Co-Pilot's lack of training, licensure, fitness and experience. In fact, the Pilot and Co-Pilot's respective lack of training, licensure, experience and negligent and unlawful operation of the aircraft was a direct and proximate cause of the crash on December 9, 2012. In doing the foregoing acts, and by ordering, directing, requiring, permitting and allowing their untrained, unlicensed, unfit and inexperienced employee Pilot and Co-Pilot to inspect, fly and operate the LEARJET Defendants Starwood and Rodatz, and each of them, acted with malice as defined by California *Civil Code* § 3288, with a willful and conscious disregard of the safety and well-being of others including, but not limited to, Jenni Rivera and Plaintiffs' respective Decedents. Such conduct qualifies as despicable conduct as that term is defined in California *Civil Code* § 3294, warranting the imposition of punitive or exemplary damages against Defendants Starwood, Rodatz, and DOES 1 – 100, and each of them, in order to set an example of them, and to dissuade them from future reckless and illegal conduct, in an amount according to proof at trial.

**THIRD CAUSE OF ACTION – NEGLIGENCE**

**(By All Plaintiffs Against Defendants JENNI RIVERA ENTERPRISES, INC.,  
A California Corporation; and DOES 1 to 100, Inclusive)**

55. Plaintiffs incorporate by reference the allegations set forth in Paragraphs 1-39, inclusive, of this Complaint as though fully set forth at this point..

1           56. At all times relevant to this action Defendants Enterprises and DOES 1 to 100,  
2 Inclusive, and each of them, interviewed, chose, selected, hired, directed and supervised  
3 Defendant Starwood to locate, select, obtain, inspect, repair, maintain, overhaul, staff, operate,  
4 lease and provide safe and reliable air transportation for the trip which ultimately ended in the  
5 crash of the LEARJET.

6           57. At all times relevant to this action Defendants Enterprises and DOES 1 to 100,  
7 Inclusive, and each of them, knew, or with the exercise of ordinary and reasonable care, should  
8 have known, that the LEARJET and its component parts were of such a nature that if not properly  
9 owned, operated, controlled, inspected, serviced, maintained, repaired, recommended, advertised,  
10 promoted, supplied and leased it was likely to seriously injure or kill the person or persons who  
11 used and relied upon the LEARJET for transportation.

12           58. At all times relevant to this action Defendants Enterprises and DOES 1 to 100,  
13 Inclusive, and each of them, so negligently and carelessly interviewed, chose, selected, hired,  
14 directed and supervised Defendants Starwood, Rodatz and DOES 1 through 100, Inclusive, and  
15 each of them, that the LEARJET was in a dangerous and defective condition and unsafe for flight.

16           59. At all times relevant to this action the defective and dangerous condition of the  
17 aircraft, its lack of safety for the use and purpose for which it was intended, and the provision of a  
18 Pilot and Co-Pilot that were insufficiently trained, improperly licensed, dangerously unfit and  
19 inexperienced was known to Defendants Enterprises and DOES 1 through 100, Inclusive, and each  
20 of them, or in the exercise of ordinary and reasonable care, should have been known and  
21 discovered by said Defendants, and each of them. Furthermore, the dangerous and defective  
22 condition of the aircraft was not made known to the Plaintiffs' respective Decedents by  
23 Defendants Enterprises and DOES 1 through 100, Inclusive, and each of them.

24           60. On December 9, 2012, as a direct and proximate result of the negligence and  
25 carelessness of Defendants Enterprises and DOES 1 to 100, Inclusive, and each of them, the  
26 LEARJET was caused to suddenly and without warning descend and from altitude at a  
27 tremendous speed and to thereby injure, damage and ultimately kill each of Plaintiffs' respective  
28 Decedents.

61. As a direct and proximate result of the conduct of Defendants Enterprises and DOES 1 to 100, Inclusive, and each of them, and the consequent injuries and damages to, and death of, their respective decedents, Plaintiffs have suffered the loss of love, companionship, comfort, care, assistance, protection, affection, society, moral support and training and guidance of their respective Decedents, all to their general and non-economic damages in amounts which are in excess of this Court's minimum jurisdictional amount and which will be established according to proof at trial.

62. As a further, direct and proximate result of the conduct of Defendants Enterprises and DOES 1 to 100, Inclusive, and each of them, and the consequent injuries and damages to, and death of, their respective decedents, Plaintiffs have lost the earnings, financial support, gifts, benefits and household services that each of their respective Decedents had provided to them prior to the crash of the LEARJET on December 9, 2012, in amounts according to proof at trial.

63. As a further, direct and proximate result of the conduct of Defendants Enterprises and DOES 1 to 100, Inclusive, and each of them, and the consequent injuries and damages to, and death of, their respective decedents, Plaintiffs have incurred burial and funeral expenses for their respective Decedents, in amounts according to proof at trial.

63. Plaintiffs allege that they are entitled to prejudgment interest pursuant to California *Civil Code* § 3288 from the date of the accident on December 9, 2012, up to and including the date of judgment, according to proof.

#### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs pray for judgment against Defendants STARWOOD MANAGEMENT LLC, RODATZ FINANCIAL GROUP, INC., McOCO, INC., JENNI RIVERA ENTERPRISES, INC., A California Corporation, and DOES 1 through 100, Inclusive, and each of them, as follows:

1. For non-economic damages for wrongful death, including loss of love, companionship, comfort, care, assistance, protection, affection, society, moral support, training and guidance, according to proof;
2. For economic damages for wrongful death, including loss of support, loss of

- 1 gifts and benefits, loss of household services, and funeral and burial
- 2 expenses, according to proof;
- 3 3. For punitive and exemplary damages on the First and Second Causes of
- 4 Action as against Defendants STARWOOD MANAGEMENT LLC and
- 5 RODATZ FINANCIAL GROUP, INC., only, according to proof;
- 6 4. For prejudgment interest from the date of the crash of the LEARJET on
- 7 December 9, 2012, as allowed by law;
- 8 5. For all costs of suit incurred, according to proof; and,
- 9 6. For such other and further relief as the Court may deem just and proper.
- 10

11 DATED: January 10, 2013

KIESEL + LARSON LLP

12  
13 By: 

14 PAUL R. KIESEL  
15 STEVEN D. ARCHER  
16 Attorneys for Plaintiffs

17 **AGUSTIN RIVERA JAIME, Individually and**  
18 **as Successor-in-Interest to ARTURO RIVERA,**  
19 **Deceased; YOLANDA RUIZ HIDALGO,**  
20 **Individually and as Successor-in-Interest to**  
21 **ARTURO RIVERA, Deceased; VIRGINIA**  
22 **AGUILAR LOPEZ, Individually; ESTATE OF**  
23 **JACOBO YEBALE, by and through its**  
24 **Administrator, DENISE WEINSTOCK; ALBA**  
25 **CRISTIAN GARCIA RAZO, Individually and**  
26 **as Successor-in-Interest to MARIO MACIAS**  
27 **PACHECO, Deceased; MARIO MACIAS**  
28 **GARCIA, A Minor, by and through his**  
**Guardian Ad Litem, ALBA CRISTIAN**  
**GARCIA RAZO; and LUZ CRISTINA**  
**GARCIA RAZO, Individually and as the**  
**Successor-in-Interest to JORGE**  
**"GIGI" ARMANDO SANCHEZ VASQUEZ,**  
**Deceased**

**DEMAND FOR JURY TRIAL**

Plaintiffs AGUSTIN RIVERA JAIME, Individually and as Successor-in-Interest to ARTURO RIVERA, Deceased; YOLANDA RUIZ HIDALGO, Individually and as Successor-in-Interest to ARTURO RIVERA, Deceased; VIRGINIA AGUILAR LOPEZ, Individually; ESTATE OF JACOBO YEBALE, by and through its Administrator, DENISE WEINSTOCK; ALBA CRISTIAN GARCIA RAZO, Individually and as Successor-in-Interest to MARIO MACIAS PACHECO, Deceased; MARIO MACIAS GARCIA, A Minor, by and through his Guardian Ad Litem, ALBA CRISTIAN GARCIA RAZO; and LUZ CRISTINA GARCIA RAZO, Individually and as the Successor-in-Interest to JORGE "GIGI" ARMANDO SANCHEZ VASQUEZ, Deceased, hereby demand a trial by jury to the full extent permitted by law.

DATED: January 10, 2013

**KIESEL + LARSON LLP**

By:



PAUL R. KIESEL  
STEVEN D. ARCHER  
Attorneys for Plaintiffs

**AGUSTIN RIVERA JAIME, Individually and as Successor-in-Interest to ARTURO RIVERA, Deceased; YOLANDA RUIZ HIDALGO, Individually and as Successor-in-Interest to ARTURO RIVERA, Deceased; VIRGINIA AGUILAR LOPEZ, Individually; ESTATE OF JACOBO YEBALE, by and through its Administrator, DENISE WEINSTOCK; ALBA CRISTIAN GARCIA RAZO, Individually and as Successor-in-Interest to MARIO MACIAS PACHECO, Deceased; MARIO MACIAS GARCIA, A Minor, by and through his Guardian Ad Litem, ALBA CRISTIAN GARCIA RAZO; and LUZ CRISTINA GARCIA RAZO, Individually and as the Successor-in-Interest to JORGE "GIGI" ARMANDO SANCHEZ VASQUEZ, Deceased**